

Council/Agency Meeting Held: _____		City Clerk's Signature _____
Deferred/Continued to: _____		
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied		
Council Meeting Date: 9/6/2005	Department ID Number: PW 05-061	

## CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**SUBMITTED BY:** *PE* PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

**PREPARED BY:** ROBERT F. BEARDSLEY, PE, DIRECTOR OF PUBLIC WORKS

**SUBJECT:** Approve Planting Maintenance Agreement with the State  
Department of Transportation for the Beach Boulevard Parkway  
Landscape Enhancement Project, CC-1229

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CITY CLERK  
CITY OF  
HUNTINGTON BEACH  
2005 AUG 25 P 10 CA

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

**Statement of Issue:** A State Highway Planting Maintenance Agreement is required by the California Department of Transportation (Caltrans) for the landscape improvements to be installed on the east side of Beach Boulevard between Taylor Drive and Sterling Avenue. The city will be responsible for maintenance of the new landscaping.

**Funding Source:** Landscape maintenance is budgeted in the General Fund, Landscape Maintenance Business Unit 10085602. Costs to maintain the frontage does not substantively increase the citywide budget.

**Recommended Action:** Motion to:  
Authorize the Mayor and City Clerk to execute the State Highway Planting Maintenance Agreement in the City of Huntington Beach.

**Alternative Action(s):** Deny the recommended action and potentially forfeit \$330,000 in grant funding allocated for the project.

## REQUEST FOR ACTION

MEETING DATE: 9/6/2005

DEPARTMENT ID NUMBER: PW 05-061

**Analysis:** On May 19, 2003, the City Council passed and adopted Resolution No. 2003-37 authorizing the application for federal funding of the Beach Boulevard Frontage Landscape Improvement Project. The project will be constructed next fiscal year. As stated in the Resolution, the "City of Huntington Beach will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facilities or activity..." Accordingly, the city is required to execute the State Highway Planting Maintenance Agreement for the maintenance of the landscape improvements located within the Caltrans right-of-way.

**Public Works Commission Action:** Not required for this action.

**Environmental Status:** Not required for this action.

**Attachment(s):**

City Clerk's Page Number	No.	Description
35	1.	Exhibit "A" – Planting Maintenance Area
	2.	State Highway Planting Maintenance Agreement (2 copies)

E-10.2

E-10.3

**ATTACHMENT #1**



SCALE: 1" = 100'

#-10.4

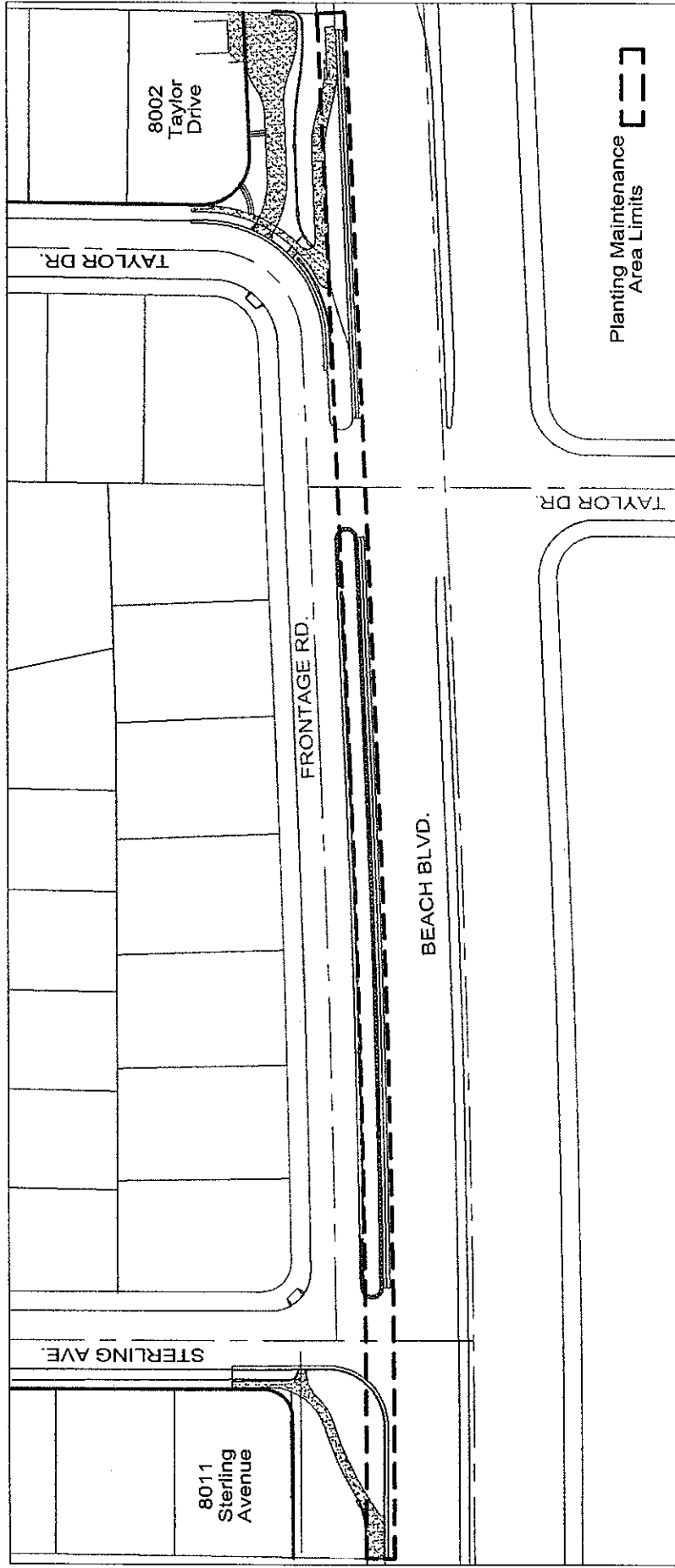


Exhibit "A"  
Beach Blvd. Pkwy. Landscape  
Enhancement Project (CC-1229)  
Planting Maintenance Area  
Within State Right-of-Way

E-10.5

**ATTACHMENT #2**



**STATE HIGHWAY PLANTING MAINTENANCE AGREEMENT  
IN THE CITY OF HUNTINGTON BEACH**

This AGREEMENT, made and executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2005, is by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Huntington Beach, hereinafter referred to as "CITY".

**WITNESSETH:**

**A. RECITALS**

The parties desire to provide for the CITY to maintain landscaped areas within State highway Right of Way along the east side of Beach Boulevard, from approximately 150 feet southerly of the centerline intersection at Taylor Drive to approximately 135 feet northerly of the centerline intersection at Sterling Avenue as depicted in the attached Exhibit "A".

**B. AGREEMENT**

In consideration of the mutual covenants and promises herein contained, the CITY agrees:

1. To provide and apply fertilizer as necessary to sustain healthy growth. To maintain a separate irrigation system and pay all repairs, water and electrical cost.
2. To control weeds at a level acceptable to the State and to allow access for Caltrans to maintain any State facilities.
3. To keep plantings trimmed to eye pleasing appearance.
4. To use only those pesticides and fertilizers approved by the State and in a manner consistent with label and legal restrictions.
5. To remove and replace unhealthy or dead plantings as they are observed.
6. To keep the entire area policed and free of litter and deleterious material.
7. To maintain, repair and operate irrigation system in a manner that prevents water from flooding onto State Highway.
8. To allow random inspection by a State representative.
9. If for any reason CITY is unable to maintain the area in a manner satisfactory to the STATE, CITY will re-landscape the area to a condition acceptable to the STATE at CITY's sole expense.

E-10.6

10. All maintenance work will be done at no cost to the STATE.
11. To remove landscaping and restore area to original condition prior to planting or to a condition acceptable to State representatives in the event this agreement is terminated under the terms set forth in Section "D".
12. STATE shall repair and/or replace any damaged landscaping or irrigation system within the area as shown in Exhibit "A" when the damage was solely caused by reason of STATE access.

C. LEGAL RELATION AND RESPONSIBILITIES:

Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work performed by the CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under and in connection with any work performed by the City under this Agreement.

D. TERMS OF AGREEMENT:

This agreement shall become effective \_\_\_\_\_ 2005 and shall remain in full force and effect until amend or terminated. This agreement may be terminated at any time upon mutual consent of the parties thereto. This agreement may also be terminated by either party upon sixty (60) days notice to the other party. Failure to comply with provisions set forth in Section "B" would be grounds for notice of Termination by the STATE.

E-10?

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

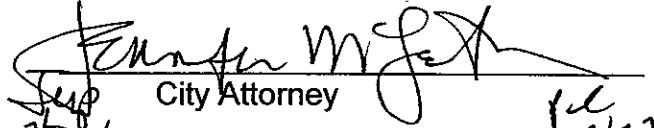
\_\_\_\_\_  
James Pinheiro  
Deputy District Director  
Operations and Maintenance

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
7/27/05

\_\_\_\_\_  
Attorney  
Department of Transportation

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Director of Public Works 8/15/05

REVIEWED AND APPROVED:

  
\_\_\_\_\_  
City Administrator

E-10.8

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